

IN THE MATTER OF THE ARBITRATION BETWEEN:

OREGON AFSCME COUNCIL 75
LOCAL 3493

Union,

and

STATE OF OREGON
DEPARTMENT OF CORRECTIONS,

Employer.

ARBITRATOR'S

OPINION

AND

AWARD

Grievant: Kenneth Roberts

HEARING SITE: 3400 State Street Suite G-750
Salem, Oregon

HEARING DATE: November 20, 2000

RECORD CLOSED: December 4, 2000

DATE OF AWARD: December 8, 2000

ARBITRATOR: William F. Reeves
P.O. Box 1259
Ashland, OR 97520

APPEARING FOR THE UNION:
Allison Hassler,
Legal Counsel
AFSCME Local 2376

APPEARING FOR THE EMPLOYER:
Tom Perry
Labor Relations Manager
State of Oregon

WITNESSES

Duane Skinner, Acting SGT., DOC Training Unit
Tim Wollery (Union President), Corrections Officer, DOC
Kenneth Roberts (Grievant), Correctional Officer, DOC Transportation Unit
Mark Hunt, Sr. Labor Relations Manager, State of Oregon
Tom Cramer, Transportation Manager, DOC
Greg Reed, Major, Security Manager DOC
Cindy Cole, Payroll Manager, DOC

EXHIBITS

Union Exhibits:

- U-1. Grievance Step 2
- U-2. Grievance Step 3
- U-3. Grievance Step 4
- U-4. Transport Schedule 1/99
- U-5. Transport Schedule 2/99
- U-6. Transport Schedule 3/99
- U-7. Transport Schedule 4/99.
- U-8. Transport Schedule 5/99
- U-9. Transport Schedule 6/99
- U-10 Transport Schedule 7/99
- U-11 Transport Schedule 8/99
- U-12 Transport Schedule 9/99
- U-13 Transport Schedule 10/99
- U-14 Transport Schedule 11/99
- U-15 Summary of Schedule changes 6/98 - 10/99
- U-16 Letter to Skinner from Hall 2/28/00

Employer Exhibits:

- E-1. WITHDRAWN
- E-2. Kenneth Roberts grievance
- E-3. 1994-1999 CBA
- E-4. Tentative Agreement dated 8/25/94
- E-5. Excerpt from 1994-1999 CBA
- E-6. Excerpt from 1994-1999 CBA
- E-7. Excerpt from 1994-1999 CBA
- E-8. Interest Based Bargaining excerpt 3/9 to 3/11/99
- E-9. Interest Arbitration Notice
- E-10. Mediation of 2/1/00 Union Proposal initialed by Mark Hunt
- E-11. Notes from mediation
- E-12. Ratification Notice
- E-13. Blackline copy excerpt 199-2001 CBA

- E-14. Employee counts
- E-15. Map of DOC facilities
- E-16. Authority to pay RFM Differential
- E-17. Notice to Discontinue RFM Differential
- E-18. Oregon Accounting manual Excerpt B Policy 03 03 00
- E-19. Transport Unit Workload and Overtime report, June 1999
- E-20. Transport Unit Detail as of November 2, 2000
- E-21. Kenneth Roberts position description, 1998
- E-22. Interview schedules
- E-23. Hiring Practice / Transfers
- E-24. Kenneth Roberts appointment letter
- E-25. Kenneth Roberts appointment letter to Transport Unit
- E-26. Kenneth Roberts duty schedule May 2000 thru September 2000
- E-27. Shift and Days Off example

PERTINENT CONTRACT PROVISIONS

ARTICLE 3 - UNION SECURITY

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Section 3

Unless otherwise provided in this Agreement, the internal business of the Union shall be conducted by the employees during non-duty time.

All policies, procedures, and rules, and all provisions of this Agreement shall be applied equitably among employees to whom they apply.

ARTICLE 15 - OVERTIME

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Section 3. Shift Change Penalty

Except for shift changes requested by the employee, if a shift change requires that an employee work more than five (5) consecutive days, the employee will be compensated at the rate of time and one-half for all hours worked in excess of forty (40) hours within the employee's prior work week. If an employee is required to work more than eight (8) hours in any twenty-four (24) hour period, the employee shall be paid at the overtime rate for all hours in excess of eight (8) during the twenty-four hour period. Employee work week is defined as the seven (7) day period beginning with the employee's first scheduled work day.

ARTICLE 16 - DIFFERENTIALS

Section 1. Shift Differentials, including RN/LPN

Night shift differentials shall apply to all bargaining unit members except part-time employees working less than thirty-two (32) hours per month.

In order to qualify for night differential, an employee must be in a job classification which is eligible for overtime compensation. This provision does not include FLSA exempt employees, who may be eligible for hour-for-hour compensation.

Effective upon ratification of this agreement, an employee (except RN's and LPN's) shall be paid a differential of forty-seven cents (\$0.47) per hour for all hours of any shift which starts between the hours of 12:00 noon and 2:00 a.m. A major portion of an hour is a period of thirty (30) minutes or greater.

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Section 3. Relief Factor Management (RFM) Differential

Effective upon ratification, employees assigned as a Relief Factor Management position (RFM) will receive a differential of five percent (5%) of base pay in lieu of other penalty pay. Penalty pay, for this purposes, of this agreement, refers to Article 15, Section 3, shift differential, and work out of class compensation. Except for emergency situations or a mutually agreed, the employees assigned as RFM will be given seven (7) days advance notice of shift and/or days off changes.

ARTICLE 25 - WORKING CONDITIONS

Section 2 - Working Hours

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d. Transport staff only. Transport staff may work a flexible work schedule. A flexible work schedule is a work schedule which may vary the start and stop times on a daily basis but does not exceed the number of total normal duty hours previously scheduled for that day. Employees assigned long distance transport will be permitted to eat their meal while on duty; time will count as time worked.

Section 8 - Work Schedules (Except EOCI)

Schedules showing each security employee's shift, work days, and hours shall be posted in appropriate area at all times. Except for emergency situations or as mutually agreed, the Agency will provide seven (7) days' notice of changes in work schedule.

ARTICLE 51 - GRIEVANCE AND ARBITRATION

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Section 2 (b) Step 4.

If the grievance is not resolved by the Agency, the Union shall notify the Labor Relations Division of the department of Administrative Services within fifteen (15) calendar days of receipt of the Agency response that such response is not acceptable. A meeting will be held between the parties to mutually share information about the grievance. The parties shall fully disclose their respective positions and all supporting evidence. All potential resolutions shall be discussed in this meeting and shall be non-prejudicial to the parties if arbitrations occur. The meeting shall occur with thirty (30) days of the Union's notice, unless otherwise agreed to in writing. (Emphasis added).

PARTIES

The American Federation of State, County and Municipal Employees, AFL-CIO Local 2376 (AFSCME or "Union") represents certain employees, including Kenneth Roberts ("Grievant"), who work the State of Oregon Department of Corrections ("Employer").

Employer and Union negotiated a collective bargaining agreement (ACBA") 1994 - 1999 (Exhibit M-1) , which applies to the time frame of this grievance.

NATURE OF PROCEEDINGS

This arbitration was conducted pursuant to the parties' CBA. At the hearing, witnesses were examined and cross-examined, exhibits introduced, and the parties presented oral opening statements. Written closing arguments were submitted, and the record closed on December 4, 2000 upon my receipt of the parties' briefs. I find the dispute is properly before me, and substantive arbitrability issues are not in dispute.

BACKGROUND AND FACTS

This grievance arose out of a complaint by Grievant, a Transport Officer within DOC. As a Transport Officer, Grievant transports prisoners to other correctional facilities, to court, and for medical treatment via vans, cars, and buses. Additionally, Transport Officers occasionally accompany prisoners being extradited to other states. Transport Officers often must begin work early in the day. For example, if a prisoner needs transporting to the dialysis center, then the Transport Officer begins his day at 5:00 AM. Also, surgery and out-of-state trips often require early start times.

Transport Officers are singled out in the CBA because of the need for flexibility in start times. CBA Article 25, Section 2(d) allows Employer to implement a flexible work schedule only for Transport Staff, i.e., Transport Officers can be assigned different start and stop times on a daily basis.

Despite this flexible work schedule, the Transport Unit is a desirable place to work within DOC. Generally, Transport Officers work days with weekends and holidays off. This allows for a more normal work schedule than many Correctional Officers who must work evenings, graveyard, and weekends. Additionally, Transport Officers are not confined to the institutional grounds during his work hours. In short, a Transportation Officer's schedule may be unpredictable, but that unpredictability centers around a desirable work schedule. On the other hand, a Corrections Officer may have a predictable but undesirable work schedule, e.g., 11:00PM to 7:30 AM Wednesday through Sunday.

Grievant's complaint is based on CBA Article 3, Section 3 which requires equal application of all policies, procedures and rules of the CBA. Grievant contends that certain Correctional Officers, known as "Measure 17 Officers" receive a 5% differential because they are assigned to Relief Factor Management (RFM) positions under CBA Article 16, Section 3. According to Grievant, Measure 17 Officers' duties are similar to transportation officers' duties, yet Measure 17 Officers receive a 5% RFM differential. According to Union, the equality provision of CBA Article 3, Section 3 requires Employer to pay a RFM differential to Transport Officers.

According to Employer witness Mark Hunt, the RFM differential was initiated by Employer during the 1994 negotiations. Employer has a need for a pool of Correctional Officers to fill in for Officers absent because of annual leave or some other reason. This relief-work is not desirable work because the shifts and duties of these officers are constantly changing. Additionally, the shifting schedules and days off constantly trigger the shift change, and out-of-work-classification penalty provisions in the CBA. Management proposed, and Union agreed, to pay these Relief Officers a 5% differential in lieu of shift change pay, shift deferential pay, and out-of-work-classification pay.

Witnesses testified Employer designated another group of officers RFM to avoid paying these officers penalty pay. Several years ago, Ballot Measure 17 mandated that all inmates be employed. To meet this mandate, Employer established inmate work crews who work inside and outside the institutions. These crews are also for hire by private businesses. The term "Measure 17 Officers" refers to those Correctional Officers responsible for transporting and supervising these work crews. Tim Wollery, a Correctional Officer and Union President, testified that he supervised a Measure 17 work crew for about 5 years at Santiam and was designated as a RFM for six to twelve months within that time frame. While designated RFM, Wollery received the 5% RFM differential. Witnesses testified Measure 17 Officers had the potential for working irregular schedules, but Measure 17 Officers rarely had their schedules changed.

The grievance was filed February 7, 2000 when it was presented to Employer representative Brian Bemus (Exhibit U-1). The grievance progressed in a timely manner, but without resolution, through the grievance steps and the Union requested arbitration on April 12, 2000.

ISSUE

The parties were unable to stipulate to an issue, and left the framing of the issue to me. Accordingly, I frame the issue as follows:

Did the Employer violate Article 3, Section 3 of the 1994-1999 Collective Bargaining Agreement by either

1) failing to pay Transport Staff a 5% differential as paid to RFM positions and Lead Workers? or

2) failing to compensate Transport Officers for hours worked beyond of their regular shift.

If so, what remedy is appropriate?¹

PARTIES' ARGUMENTS

Union's Arguments

1. *The Grievance is Arbitrable / The Grievance was Timely.* Union contends Employer waived its right to procedural challenges by failing to raise the defense prior to the arbitration hearing. Further, Union contends the actions complained of by Grievant were continuing in nature; and, therefore, Grievant could have filed his action at any time.
2. *Employer must designate Transport Officers as RFM Positions.* Union contends CBA Article 25, Section 2(d) allows the flexing of the hours for Transport Officers, but they are not exempt from shift change penalty pay or night

¹Union proposed the following issue: "Did the State violate Articles 3, 15, 16 and or 25 by denying Transport officers a five percent differential or penalty pay? If so, what is the remedy?"

Employer proposed the following issue: "Did the Employer violate Article 3, Section 3 of the 1994-1999 Collective Bargaining Agreement? If so, what, if any remedy is appropriate?"

The original Step 2 grievance summarizes the grievance as a violation of Article 3, Section 3 because Transport staff was subject to the same conditions and responsibilities as RFM positions and Lead Workers. Union's requested remedy was to adjust the Transport Officers pay with a 5% differential, or remove the flex-hour provision and compensate the Transport Officers for hours worked outside of their regular shifts. The grievance remained unchanged at Steps 3 and 4.

differentials. According to Union, Employer's failure to pay Transport Officers shift change pay and shift differential pay on a regular basis was a tacit admission that Transport Officers were the same as RFM.

3. *CBA Article 3, Section 3 requires Employer to apply all the terms of the contract equitably. Employer has designated as RFM two groups of correction officers who work irregular schedules on a regular basis Relief Officers and Measure 17 Officers. Under the terms of CBA Article 3, Section 3 the State must designate the Transport officers as RFMs and pay them as such.*
4. *In the alternative, Union argues Transport Officers are entitled to shift change pay and shift differential pay under CBA Article 15, Section 3 and Article 16, Section 1.*

Employer's Arguments

5. *The grievance is not arbitrable because it was not timely filed as required by CBA Article 51, Section 2; and Employer's procedural arbitrability objection was timely. Employer contends Grievant knew or should have known of the RFM Differential for more than 2 years before he filed his grievance; and Union knew of the issue nearly a year before the grievance was filed. According to Employer, the grievance must fail because it is untimely. Employer also objects to my bench ruling on this issue contending it was premature. Further, Employer contends it makes no difference when Employer raises the defense of timeliness it is a defect which neither the Union nor the arbitrator can cure. Finally, Employer contends the Union and Grievant cannot sit idly by in the face of a contract violation with the expectation of reaping benefits inuring from the conduct of the employer.*
6. *Union presented little or no argument that Transport Officers have similar duties or assignments to those employees receiving a Lead Work Differential as provided in CBA Article 21, Section 1.*
7. *The CBA expressly provides for a flexible working schedule for Transport Officers, and the CBA does not authorize a differential for Transport Officers, and the parties' past practice does not provide for a payment of the RFM differential to Transport Officers*
8. *The grievance is an attempt by the Union to obtain something it was unable to obtain in bargaining.*

OPINION

Arbitrability

At the arbitration hearing, Employer raised for the first time in this grievance the issue of timeliness for filing the grievance. Employer claims, if Grievant's allegations constitute a contractual violation, then Grievant knew or should have known of the violation more than 30 days before he filed his grievance. Thus, according to Employer, the issue is not arbitrable because the grievance was not timely in accordance with CBA Section 51.2.b. Step 2 which states in part:

[T]he Union will submit a written grievance containing the date of occurrence, the act or omission that created the grievance, the section violated, and the remedy desired **within thirty (30) days of the alleged occurrence.** (Emphasis added).

I ruled against Employer at the hearing, but gave Employer leave to argue the issue in its brief. Employer contends my ruling was premature, and incorrect. As support for its position, Employer relies on Elkouri and Elkouri, *How Arbitration Works* (1997, 5th ed), and the opinions of Arbitrators Abernathy and Dworkin.

Elkouri and Elkouri state the "general rule" as cited by Employer:

The right to contest arbitrability before the arbitrator is not waived merely by failing to raise the issue of arbitrability until the Arbitration hearing.

Elkouri, *supra*, at 311.

However, while Elkouri and Elkouri state the general rule, it is not a universal rule. *See* 91 LA 1140 (Dworkin)[Failure to raise timeliness argument constituted a waiver.] Moreover, while Elkouri and Elkouri's "general rule" is certainly applicable to substantive arbitrability, there is a difference of opinion in matters of procedural arbitrability, particularly when the issue of timeliness is involved. Arnold Zack states another "general rule" involving the issue of timeliness:

The accepted theory is that the party challenging the arbitrability of a case has a responsibility to do so at the earliest possible step. . . . The prevailing rule is that if the party with the arbitrability challenge does not raise it promptly at the start of the grievance process, the party would be held to have waived the right to do so by going forward with the case on its merits.

A. Zack, *Grievance Arbitration* (1989) at 273.

Most important, however, is the principal that general rules apply in the absence of specific language by the parties. In the instant grievance, I find the parties clearly require full

disclosure of their “respective positions and all supporting evidence” at Step 4 of the Grievance process. *See* CBA Article 51, Section 2 (b) Step 4.

There is no dispute Employer did not disclose its intent to contest the timeliness of the grievance. I view CBA Article 51, Section 2 (b) Step 4 as a clear intent by the parties to attempt to settle grievances short of arbitration, and to eliminate the practice of surprise and ambush at the arbitration hearing. I find the possibility of a waiver for failing to disclose is implicit in a full-disclosure requirement. In the instant grievance, Employer failed to advise Union it was challenging the timeliness of the grievance, even after the Step 4 meeting. I find Employer’s failure to fully disclose its position before the hearing is contrary to the parties’ intent as expressed in CBA Article 51, Section 2 (b) Step 4. Additionally, I find my holding is consistent with the “general rule” expressed by Elkouri and Elkouri, *supra*, at 218:

The terms and provisions of the bargaining agreement may provide for full, partial, or no disclosure. However, unless there are contractual prohibitions, both parties should make a complete disclosure of all the facts, positions taken, and provisions of the agreement relied upon at the earliest possible steps in the grievance procedure. The absence of such disclosure, with its inherent lack of good faith, is not only unfair but unwise.

I also find this requirement of full disclosure did not exist in the grievance decided by Arbitrator Abernathy in the *Dennis Lien Grievance* cited by Employer. Further, I note the Union in *Lien* was on notice more than one month prior to the hearing that Employer was raising a timeliness objection. Arbitrator Abernathy’s mentions this fact, and clearly it weighed in his decision. *See Lien* at 20 & 21.

Many arbitrators have found grievances similar to the instant one to be continuing violations. In such instances, arbitrators usually refuse to deny an employer’s objection based on timeliness of the grievance. *See Celina City Schools Board of Education and Celina Education Association*, 94 LA 1001 (Arbitrator Dworkin 1990)[The Board of Education waived its right to object to the timeliness of a continuing violation because of its failure to raise the defense before the arbitration hearing]; and *A.E. Piston Products and International Brotherhood of Boilermakers, Iron Shipbuilders, Blacksmiths, Forger and Helpers Local Lodge No. 650*, 101 LA 99, (Arbitrator Fogelberg 1993) [Employer’s procedural objection denied in part based on the fact that the issue of timeliness was never raised before the arbitration hearing]. *See also Titan Wheel International Inc. and International Association of Machinist and Aerospace*

Workers Local 2048, 97 LA 514 (Arbitrator Smith, 1991). *See generally* Elkouri and Elkouri, *supra*, at 281.

However, Employer contends a finding of a continuing violation is not warranted when an employee is negligent in bringing the alleged violation to the attention of management. Employer relies on Arbitrator Dworkin in *Dayton Tire & Rubber Co.* (48 La 83) for the proposition that: “An employee may not passively observe conduct which, if permitted to continue would give rise to a claim for monetary compensation, without acting in a reasonable prudent manner.” However, in *Dayton*, Dworkin found there was “insufficient proof to support the contention that the employee may have intentionally neglected to bring the violation to the attention of management for the express purpose of increasing the relief which he could assert by reason of the contract violation.” In other words, Dworkin found the employer must show grievant intended not to disclose the violation in the hope of increasing the relief for the contract violation. I find Employer made no such showing in the instant grievance.

I have examined Employer’s arguments, and my initial decision remains unchanged. I find the grievance is timely for the following reasons:

1. I find Employer waived the right to object to the timeliness of the grievance because Employer failed to disclose its position to Union before the arbitration hearing. I find the parties clearly agreed to fully disclosure their respective positions at Step 4 of the grievance process (*See* CBA Section 51.2.b. Step 4). I find full disclosure would include affirmative defenses such as the timeliness of a grievance.
2. I find the alleged violation is in the nature of a “continuing” violation. That is, the act complained of (unequal treatment) may be said to be repeated from day to day. I find there was insufficient proof Grievant was derelict in his duty to prevent continued violations so as to be barred from presenting his case on the merits.

Merits

Lead Work Differential

I agree with Employer that Union failed to make any showing that a lead work differential is payable to Transport Staff. I also note Union did not argue this position at the hearing or in its brief, nor did Union cite Article 21 as a relevant contract provision. I find Union failed to prove Transport Staff, or the Grievant, is entitled to a lead work differential.

RFM Differential

Union contends the CBA requires Employer to pay an officer for variances in his or her schedule unless the officer is designated an RFM and paid a 5% differential. Union also argues Article 25, Section 2(d) allows only the flexing of the hours for Transport Staff, and does not exempt Transport Staff from shift change pay or night differential pay. It is undisputed that at the time the grievance was filed, Employer was not paying Transport Officers any shift change pay or shift differential pay.²

Union contends that by not paying Transport Officers shift change pay or shift differential pay, Employer tacitly admitted Transport Officers are the same as RFM. Additionally, Union, argues Article 3, Section 3 requires Employer to designate Transport Officers as RFMs because Relief Officers and Measure 17 Officers are designated as RFMs.

I find Union's arguments unconvincing. Assuming for the sake of argument, Transport Officers are entitled to shift change pay and shift differential pay, I find the mere fact Employer failed to pay penalty pay is insufficient to establish that Employer implicitly designated Transport Officers as RFMs. After reviewing the CBA, I find the parties agreed to numerous provisions relating to working conditions, and conditions for which a penalty, or premium, pay is warranted. The parties also agreed Employer could assign certain positions as RFM positions. An employee receives a 5% differential (in lieu of any penalty or premium pay under Article 15, Section 3, shift differential work, and out of work classifications) if he or she is assigned a position designated by Employer as an RFM position. The decision is clearly up to Employer whether to designate a position a RFM position and pay the 5% differential on all pay, or pay penalty pay as required by the CBA.

²Other than special assignment work at OWCC for which Transport Officers received shift change pay and shift differential pay.

Further, even assuming Article 3, Section 3 could apply to a situation where Employer must designate similarly situated workers as RFM, I find Union has not established sufficient similarity in working conditions and job descriptions between the Transport Officers and either the relief Officers or the Measure 17 Officers.

With respect to the Relief Officers, I find there is no similarity in job descriptions or duties between Transport Officers and Relief Officers. Grievant even testified his intent was not to compare Transport Officers to Relief Officers, but to compare Transport Officers to the Measure 17 Officers. Unlike Transport Officer, Relief Officers work within the walls of an institution and they are assigned rotating shifts throughout the 24-hour day and the 7-day week.

I find similarities in the duties of Measure 17 Officers and Transport Officers. I find both officer-groups transport prisoners or supervise prisoners during transport activities. I find both officer-groups generally work days with week-ends off. Also, I find both officer-groups have the potential for working irregular hours based on schedules outside the control of the Employer. For instance, a patient may require Dialysis on a holiday which requires a Transport Officer to work a holiday; or a private employer using a prison work crew may decide to work a six-day week which requires a Measure 17 Officer to work on a Saturday. Finally, I find both officer-groups are covered by the same CBA.

On the other hand there are significant differences between Transport Officers and Measure 17 Officers. I find Transport Officers are armed; Measure 17 Officers are not. I find Transport Officers transport prisoners who are restrained; Measure 17 prisoners are not restrained. I find Measure 17 Officers are assigned to, and receive their supervision through, an institution; Transport Officers are assigned to one of four regional offices and receive their supervision for DOC headquarters. Most important to my determination, however, is the intent of the parties in recognizing Transport Officers in the CBA. CBA Article 25, Section 2(d) specifically allows Employer to vary a Transport Officers start and stop times on a daily basis without penalty. Thus, I find the parties expressed their intent in the CBA to treat Transport Officers different than other Correctional Officers. I also find the difference in the duties and responsibilities between Transport Officers and Measure 17 Officers far exceed the similarities. Accordingly, I find the equitable provisions of Article 3, Section 3 cannot apply.

Failing to Compensate Transport Officers.

Union contends, in the alternative, Transport Officers are entitled to shift change pay and shift differential pay. I find Article 25, Section 2(d) only allows Employer to flex the hours of the Transport Staff. It clearly does not exclude Transport Officers from either penalty or premium pay provided elsewhere in the agreement. I base this finding on the clear language of Article 25, Section 2(d), and the location of that language under the “working conditions” article within the CBA. I find no exception to Employer’s obligation to pay penalty or premium pay to Transport Officers anywhere in the CBA including Articles 15 or 16. Apparently, Employer recently re-read the agreement and reached the same conclusion. Witnesses testified Employer began paying Transport Officers shift change pay and shift differential pay approximately six-weeks before the arbitration hearing. Additionally, Employer did not rebut Union’s argument on this point.

Based on the above, the grievance is partially granted. Accordingly, for purposes of CBA Article 51, Section 4, I find the Employer is the losing party.

AWARD

1. For the reasons stated herein, the grievance is partially granted.
2. Effective January 15, 2000 (30 days before the filing of this grievance), Employer shall pay Transport Officers for all hours worked which qualify for the Shift Change Penalty under CBA Article 15, Section 3, and Shift Differential Pay under CBA Article 16, Section 1.
3. In accordance with CBA Article 51, Section 4, Employer shall pay my costs and fees related to this arbitration.
4. I retain jurisdiction for a period of 60 days to resolve any remedy issues.

Respectfully submitted this 8th day of December 2000.

William F. Reeves
Arbitrator

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Certificate of Service: The undersigned hereby certifies that on the 8th day of December, 2000, a true and correct copy of this Opinion and Award was mailed to the following: Allison Hassler, and Tom Perry.

by _____